CLASS SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of November 15, 2013, among Plaintiff Keesha Goode and Plaintiff Victoria Goodman (the "Class Representatives") on behalf of themselves and the Settlement Class Members, and defendant First Advantage LNS Screening Solutions, Inc. f/k/a LexisNexis Screening Solutions, Inc. ("Defendant" or "SSI").

RECITALS

WHEREAS, Class Representatives are the plaintiffs in an action entitled *Goode, et al. v. LexisNexis Risk & Information Analytics Group, Inc.,* United States District Court for the Eastern District of Pennsylvania, Civil Action No. 11-2950 (the "Action"); and

WHEREAS, the Parties are agreed that the entity that should have been originally named as the party defendant was LexisNexis Screening Solution, Inc.; and

WHEREAS, as a result of a corporate purchase and transfer occurring during the pendency of the action, SSI is now known as First Advantage LNS Screening Solutions, Inc. (which will be referred to hereafter as "Defendant");[1] and

WHEREAS, the Action asserts that Defendant violated various provisions of the Fair Credit Reporting Act ("FCRA") on a class-wide basis, including (a) 15 U.S.C. § 1681b(b)(3)(A), by taking allegedly adverse actions related to pending employment applications prior to sending Pre-Adverse Action Notices and (b) 15 U.S.C. § 1681g(a), by failing to furnish all information in the consumer's file to consumers entitled to such information; and

WHEREAS, Defendant denies (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action, (b) that Class Representatives and the classes they purport to represent have suffered any damage, and (c) that if the Action continued to be litigated, the Action would satisfy the requirements to be tried as a class action under Federal Rule of Civil Procedure 23; and

WHEREAS, contested issues of both law and fact exist concerning the allegations and claims made by and against Defendant; and

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[1] The Parties are agreed that they will join in a motion under Fed. R. Civ. P. 15 to name First Advantage LNS Screening Solutions, Inc., f/k/a LexisNexis Screening Solutions, Inc. as the party defendant in this action.

WHEREAS, Class Representatives and Class Counsel have investigated the facts and law and have engaged in discovery and settlement negotiations relating to the Action, and this Settlement Agreement is a product of sustained, arms-length negotiations; and

WHEREAS, the Parties recognize that the outcome of the Action is uncertain, and that a final resolution through the litigation process could require several more years of protracted adversary litigation and appeals; substantial risk and expense; the distraction and diversion of Defendant's personnel and resources; and the expense of any possible future litigation raising similar or duplicative claims; and the Parties and their counsel have agreed to resolve the Action as a settlement class action according to the terms of this Settlement Agreement;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and without (a) any admission or concession on the part of the Class Representatives of the lack of merit of the Action whatsoever, or (b) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Defendant, it is hereby stipulated and agreed by the undersigned, on behalf of the Class Representatives, the Settlement Classes, and Defendant, that the Action and all Claims of the Settlement Classes be settled, compromised, and dismissed on the merits and with prejudice as to Defendant, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein.

1. DEFINITIONS

As used in this Settlement Agreement, the terms set forth in this section in boldface type will have the following meanings:

1.1 Administrative Costs. The sum of all costs incurred by Defendant in connection with payment to the Settlement Administrator or otherwise in connection with notices to the Settlement Classes and administration of this Settlement.

1.2 Attorneys' Fees Award. The amount awarded by the Court to Class Counsel as attorneys' fees and costs as contemplated by section 4.5 hereof.

1.3 Attorneys' Fees Award Effective Date. The last date on which all of the following have occurred:

(a) The Effective Date has occurred;

(b) The Court has entered a final order awarding attorneys' fees and costs; and

(c) Either: (i) Thirty-five (35) days have passed after completed service on the parties to the Action and all objectors to the settlement of the Action, if any, of notice of entry of the Court's order awarding attorneys' fees and costs in the Action, and within such time no appeal is taken or extension for such appeal is granted, or (ii) if an appeal is taken with respect to the Court's award of attorneys' fees and costs in the Action, the date when all appellate rights with respect to such award have expired or have been exhausted in such a manner as to affirm the award, and when no further appeals are possible, including review by the United States Supreme Court, and the appellate court has by final order affirmed the Court's award of attorneys' fees and costs in the Action, or has denied review, or the appellant otherwise has, exhausted all appellate remedies.

1.4 Claim. With the exception of claims for actual damages, which are specifically preserved by the Settlement Agreement, "Claim" includes any and all claims, counterclaims, remedies, liabilities, debts, demands, costs, expenses, attorneys' fees, set-offs, and third-party actions of any kind or nature whatsoever, including all claims for declaratory relief, injunctive relief, statutory damages, punitive damages, and liquidated damages, whether known or unknown, matured or un-matured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, based on any federal, state, or local law, statute, regulation, or common law, which Settlement Class Members ever had or now have including but not limited to, all claims resulting from, arising out of, or in any way connected to (a) the Action or its underlying subject matter, the accuracy of consumer reports, or the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. and (b) any acts or omissions that were raised or could have been raised in this Action by any Settlement Class Member.

1.5 Class Counsel. Any or all of Langer Grogan & Diver PC, Francis & Mailman, PC, Community Legal Services, Inc., and Consumer Litigation Associates, P.C..

1.6 Class Period. May 3, 2009 through the date of the entry of the Preliminary Approval Order.

1.7 Class Representatives. Keesha Goode and Victoria Goodman.

1.8 Confidential Information. All documents and things provided to Class Counsel by Defendant or its agents during the course of the Action, with the informal or formal designation as "Confidential" or "Confidential Attorney Eyes Only". Notwithstanding the above, neither documents nor information that were filed in the public record during the course of these Actions, unless currently under seal, shall be Confidential Information.

1.9 Court. The Honorable Jan E. Dubois, United States District Court Judge, Eastern District of Pennsylvania, or such other judge of the Eastern District of Pennsylvania to whom the Action may hereafter be assigned.

1.10 Defendant's Counsel. Reed Smith LLP.

1.11 Disclosure and Disputes Class. All natural persons who during the Class Period (a) submitted to SSI a specific request for a copy of their Voluntary Admission Statement, a specific Full File Disclosure Request, or a specific FACTA request, and in each case did not receive a copy of a VAS then in SSI's possession or (b) initiated a dispute with SSI related to the RTCD and were not provided a copy of a VAS then in SSI's possession relating to them at the initiation of the dispute.

1.12 Effective Date. The last date on which all of the following have occurred:

(a) The Court enters the Final Judgment finally approving the settlement of the Action in a manner substantially consistent with the terms and intent of the Agreement; and

(b) Either: (i) Thirty-five (35) days have passed after completed service on the parties to the Action and all objectors to the settlement of the Action, if any, of notice of entry of the Court's judgment finally approving the settlement of the Action, and within such time no appeal is taken or extension for such appeal is granted, or (ii) if an appeal is taken with respect to the Court's judgment finally approving the settlement of the Action, the date when all appellate rights with respect to the Final Judgment have expired or have been exhausted in such a manner as to affirm the Final Judgment, and when no further appeals are possible, including review by the United States Supreme Court, and the appellate court has by final order affirmed the Court's judgment finally approving the settlement of the Action, or has denied review, or the appellant otherwise has exhausted all appellate remedies.

1.13 FACTA Request. A request made under 15 U.S.C. § 1681j(a).

1.14 Final Judgment. The Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court substantially consistent with this Settlement Agreement in the form attached as Exhibit B hereto.

1.15 Full File Disclosure Request. A request made under 15 U.S.C. § 1681g(a).

1.16 Parties. The Class Representatives, on behalf of themselves and the Settlement Class Members, and Defendant.

1.17 Pre-Adverse Action Notice. The notice required to be provided pursuant to §1681b(b)(3)(A) of the FCRA.

1.18 Pre-Adverse Action Injunctive Relief Class or "PAA Class". All natural persons who during the Class Period received a Pre-Adverse Action Notice sent by SSI on behalf of an employer or potential employer regarding a consumer report which report contained derogatory or negative information from the Retail Theft Contributory Database with respect to such person.

1.19 Preliminary Approval Hearing. The hearing to be held by the Court concerning a proposed Preliminary Approval Order.

1.20 Preliminary Approval Order. The Order of Preliminary Approval of Settlement substantially in the form attached as Exhibit A hereto.

1.21 Released Parties. Defendant and each of its respective past and present employees, past and present parents and subsidiaries and affiliate corporations or other business entities and their current shareholders, officers, directors, employees, agents, personal representatives, insurers, attorneys, and assigns, including, without limitation, First Advantage.

1.22 RTCD. The database containing information maintained by Defendant or any of the Released Parties in connection with what the Amended Complaint described as the "ESTEEM" product. For the sake of clarity, the Notice to the Settlement Class will refer to the RTCD as "the RTCD Database".

1.23 RTCD Disputes Database. Defendant's internal database containing information about disputes that individuals raised concerning the RTCD or information in the RTCD.

1.24 Service Payment. The one-time payment to the Class Representatives for the time and resources they have put into representing the Settlement Classes, as set forth in Section 4.1.1 hereof.

1.25 Settlement Administrator. Heffler Claims Group or such other entity as the Parties agree upon and the Court approves.

1.26 Settlement Agreement. This agreement, together with all of its exhibits, as may be amended from time to time.

1.27 Settlement Classes. The Disclosure and Disputes Class and the PAA Class.

1.28 Settlement Class Members. Any person who is a member of one or more of the Settlement Classes.

1.29 Term. Unless otherwise specified, this Settlement Agreement is effective for a three-year period beginning on the Effective Date.

1.30 Voluntary Admission Statement or "VAS". The signed statement that is contributed to the RTCD by participating employers in connection with specific reported incidents of potential retail theft, including shoplifting or employee theft incidents.

2. SETTLEMENT PROCEDURES

2.0 Generally. As soon as possible after the execution of this Settlement Agreement, Plaintiffs shall move the Court for an order substantially in the form of Exhibit A hereto (a) preliminarily approving this Settlement Agreement; (b) conditionally certifying the Settlement Classes for settlement purposes only; (c) approving the Parties' selection of the Settlement Administrator; and (d) approving the manner of providing both notices to the Settlement Classes as described herein. If the Court certifies any class or enters any orders relating to Class Representatives and Class Counsel, such actions shall not be an adjudication of any fact or issue for any purpose other than the effectuation of this Settlement Agreement and shall neither be considered as law of the case or res judicata nor shall have collateral estoppel effect in this or any other proceeding. In the event that Final Judgment is not achieved for whatever reason or the Effective Date does not otherwise occur, the Court's orders contemplated by this section shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity for any purpose in the Actions or otherwise.

2.1. Settlement Classes.

2.1.1. For settlement purposes only, the Parties agree that the Court may certify the PAA Class as a settlement class in this Action pursuant to Federal Rule of Civil Procedure 23(b)(2).

2.1.2. For settlement purposes only, the Parties further agree that the Court may certify the Disclosure and Disputes Class as a settlement class in this Action pursuant to Federal Rule of Civil Procedure 23(b)(2) and 23(b)(3).

2.1.3. Plaintiffs shall move for certification of the Settlement Classes contemporaneously with their motion for preliminary approval of this settlement. Defendant agrees not to contest certification of the conditional Settlement Classes but reserves its rights to contest any motion to certify a class for trial.

2.2. Decertification of the Settlement Classes if Settlement Not Approved. If the Court does not grant final approval of the settlement reflected in this Settlement Agreement, or if the Court awards attorneys' fees and costs in excess of those provided for in section 4.5. hereof, the certification of any Settlement Classes will be vacated and the Parties will be returned to their positions quo ante with respect to the Action as if this Settlement Agreement had not been entered into. In the event that Final Judgment is not achieved, the Parties agree that (a) any Court orders preliminarily or finally approving the certification of either Settlement Class shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity, and (b) the fact of the settlement reflected in this Settlement Agreement, that Defendant did not oppose the certification of either Settlement Class, or that the Court preliminarily approved the certification of either Settlement Class shall not be used or cited thereafter by any person or entity, including in any contested proceeding relating to the certification of any class.

2.3. Notice Plan.

2.3.1. Court Appointment and Retention of Settlement Administrator. Plaintiffs' Motion to Preliminarily Approve this Agreement will request the Court to appoint the Settlement Administrator. The Settlement Administrator will facilitate the notice process by assisting the Parties and providing professional guidance in the implementation of the notice plan. The Settlement Administrator shall administer the provision of notice to the Settlement Classes and the provision of payments contemplated by Section 4.4 hereof.

2.3.2. Preparation and Production of Class Lists. Defendant will provide the Settlement Administrator with a list of Settlement Class members. In generating the list of Settlement Class Members, Defendant will use commercially reasonable procedures to search Defendant's own records and those available to it without out-of-pocket expense. Defendant will have used commercially reasonable procedures if it uses for each Settlement Class Member the address to which Defendant previously sent a Pre-Adverse Action Notice, or any more current address of a member of the Disclosures and Dispute Class that such individual supplied to Defendant. The Settlement Administrator shall maintain all Class Lists and other information provided to it by or on behalf of Defendant, including information derived therefrom, in a confidential manner, and the Settlement Administrator shall not provide such Class Lists or other information to any other person, including Class Counsel and the Class Representatives, without the prior written consent of Defendant; Except that notwithstanding this provision, in the event that the Settlement Administrator is contacted by a class member regarding an inquiry related to the settlement, the Settlement Administrator shall provide all information relating to the inquiring class member's identification and the inquiry to Class Counsel, with a courtesy copy to Defendant's Counsel

2.3.3. Class Notice. The Parties will jointly recommend to the Court for approval the class notice attached hereto as Exhibit D. In the event the Court preliminarily approves this settlement, and after the Court enters its preliminary approval order, the Settlement Administrator shall send each notice via U.S. mail, postage prepaid requesting either forwarding service or change service to each Settlement Class Member. The notice shall be sent to the last known address reflected in the class lists, updated using the National Change of Address database maintained by the U.S. Postal Service. With regard to any returned notice, the Settlement Administrator will use commercially reasonable methods to conduct a skip-trace search for a more current address. For up to 45 days following Preliminary Approval, the Settlement Administrator shall re-mail the mail notice via standard U.S. Mail, postage prepaid, to updated addresses of Settlement Class Members obtained through address change notifications from the U.S. Postal Service or the its skip-tracing activity. No later than twenty-one days before the final Fairness Hearing in this Action, the Settlement Administrator shall provide to the Parties and file with the Court proof of the mailing of the class notice. Neither the Parties nor the Settlement Administrator shall have any further obligation to send notice of this Settlement Agreement to any Settlement Class Member, except for those Class Members not cashing checks who will be sent a reminder notice by postcard

2.3.4. CAFA Notice. The Settlement Administrator shall serve notice of the settlement that meets the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, to the appropriate federal and state officials. The Settlement Administrator shall file with the Court a certification of the date upon which this notice of the settlement was served.

2.3.5. Settlement Website. The Settlement Administrator will create and maintain one or more websites that will be activated as soon as practicable following entry of the Preliminary Approval Order. The Settlement Website will post the Complaint, the list of RTCD practice changes ("Injunctive Relief," attached as (Exhibit C hereto), this Settlement Agreement, all forms of mailed class notice, the Preliminary Approval Order, the Final Judgment, and, if not included in the Preliminary Approval Order, any court order setting a date and time for the Final Judgment Hearing. Any language or documents appearing on the website in addition to the above-listed documents shall be subject to reasonable approval of the Parties. The Settlement Administrator will terminate the Settlement Website at a time to be determined after consultation with Class Counsel and Defendant's Counsel; however, under no circumstances shall the Settlement Website be active 180 days after either (1) the Effective Date, or (2) the date on which the settlement is terminated or otherwise not approved by the Court.

2.3.6. Costs. Defendant shall be responsible for the costs associated with class notice and the authorized work of the Settlement Administrator, except as otherwise provided for in this Settlement Agreement.

2.4. Opt-outs and Objections by Settlement Class Members.

2.4.1. Procedures for Opt-outs. Only members of the Disclosure and Disputes Class can opt out of this settlement. Any request to opt out of the Disclosure and Disputes Class must be in writing and must include name, address, and telephone number of the person seeking to opt out and a statement that the person wishes to opt out of such release. The opt-out request must be personally signed by the Disclosure and Disputes Class Member who seeks to opt out; no Disclosure and Disputes Class Member may opt out by having a request to opt out submitted by an actual or purported agent or attorney acting on behalf of Disclosure and Disputes Class Members. No opt-out request may be made on behalf of a group of Disclosure and Disputes Class Members. Each PAA Class Member, and each Disclosure and Disputes Class Member who does not submit an opt-out request substantially in compliance with this section thirty (30) days or more before the final approval hearing date specified in the Notice shall be deemed to participate in the settlement and shall be bound by all releases provided in this Settlement Agreement. For purposes of determining timeliness, an opt-out request shall be deemed to have been submitted when postmarked by the postal service or other expedited mail service. The Settlement Administrator shall provide copies of all requests to opt out to Class Counsel and Defendant's Counsel.

2.4.2. Effect of Opt-outs by Disclosure and Disputes Class Members. It is estimated that there are approximately 3,000 Disclosure and Disputes Class Members. If either (a) Five and 00/100 Percent (5.00%) or more of the Disclosure and Disputes Class Members opt out of the release provided for in section 3 hereof or (b) upon further information, the Disclosure and Disputes Class has more than 3,300 members, then each Party shall have the option to rescind this Settlement Agreement, in which case this Settlement Agreement shall be rescinded, cancelled, and annulled. If any Party exercises this option, then the parties shall return to their respective positions in the manner and effect as set forth in sections 2.0 and 9.4 hereof.

2.4.3. Procedure for Objections.

2.4.3.1. Any (1) PAA Class Member, and any (2) Disclosure and Disputes Class Member who has not timely opted-out of the settlement who wishes to object to the fairness, reasonableness, or adequacy of any aspect of this Settlement Agreement, including without limitation the compensation to be paid to Class Counsel, must deliver an objection, in writing, to Class Counsel and Defendant's Counsel and must also file the objection with the Court, no later than 30 days before the Final Fairness Hearing or as the Court may otherwise direct.

2.4.3.2. Any Class Member who files and serves a written objection satisfying the requirements of this section, may appear at the Final Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement Agreement. Class Members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defendant's Counsel and have file-marked by the Court, no later than thirty days before the Final Fairness Hearing or as the Court otherwise may direct, a Notice of Intention to Appear. The Notice of Intention to Appear must: (i) state how much time the Class Member anticipates needing to present the objection; (ii) identify, by name, address, telephone number all witnesses the Class Member proposes to have testify; (iii) summarize in detail the anticipated testimony of all such witnesses; (iv) identify all exhibits the Class Member intends to offer in support of the objection; and (v) attach complete copies of all such exhibits.

2.5.3.3. No Class Member may file an objection on behalf of any other person, or any other Class Member, unless acting in his or her capacity as an attorney of good standing and retained by such other person or other Class Member in writing. Any attorney who intends to appear at the Fairness Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its order preliminarily approving this Settlement Agreement and shall include in the objection the full caption and case number of each previous class action case in which that counsel has represented an objector.

3. RELEASE OF CLAIMS

3.1. Release. Upon Final Judgment, Class Representatives and each Settlement Class Member who has not opted out pursuant to and in accordance with the terms of this Settlement Agreement, and their past, present and future representatives, attorneys, agents, heirs, executors, administrators, successors and assigns, and all those claiming by, though, or under them, fully, finally, and forever release and discharge the Released Parties, and each of them, from any Claims whatsoever.

3.2. Unknown Claims. Each Class Representative and each Settlement Class Member hereby waives and releases any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the Claims. Section 1542 of the California Civil Code reads:

> Section 1542. General Release, extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each Class Representative and each Settlement Class Member may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the Claims, but each of those individuals expressly agrees that, upon entry of the Final Judgment, they or she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Claims, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

3.3. Bar to Future Suits. Each Class Representative and each Settlement Class Member shall be enjoined from prosecuting any proceeding against any Released Party with respect to the conduct, services, fees, charges, acts, or omissions of any Released Party relating to all matters within the scope of the release in this section or actions taken by a Released Party that are authorized or required by this Settlement Agreement or by the Final Judgment, except that those Disclosure and Disputes Class Members who opt out in accordance with this Settlement Agreement will not be bound by the release of the Claims. The Court shall retain jurisdiction to enforce the judgment, releases and bar to suits contemplated by this Settlement Agreement. It is further agreed that this Settlement Agreement and the Final Judgment may be pleaded as a complete defense to any proceeding subject to this section.

4. CLASSWIDE SETTLEMENT RELIEF

4.1. Injunctive Relief. Defendant agrees to take all the actions set forth in Exhibit C hereof in the event it or a subsequent owner of the RTCD resumes operation of the RTCD, which operation was suspended during the pendency of this action. Such relief is a material term of settlement and represents substantial consideration for this Settlement.

4.2. Prompt Provision of VAS upon demand. Defendant further agrees to provide copies of a Class Member's VAS within a reasonable time of its receipt of request for it from the Class Member, at the address or phone number designated in the attached class notice.

4.3. Payments to Disclosure and Disputes Class Members. Within twenty-one (21) days of the Effective Date, Defendant shall pay the Settlement Administrator the amount of $2,365,000.00 for the purpose of funding payments to each member of the Disclosure and Disputes Class, who has not opted out and whose notice was not returned, by way of a check in a uniform, pro rata amount, constituting a payment under 15 U.S.C. § 1681n for statutory damages. The Parties estimate that these checks will be in the approximate amount of $800.00. The Settlement Administrator shall mail such checks within 45 days of the Effective Date. If any checks are returned to the Settlement Administrator, it is agreed that the Administrator will use customary methods to find current address information and send the check one more time. If a check is not submitted for payment within 30 days of sending it, the Settlement Administrator shall mail a postcard to that Settlement Class Member, in the form attached as Exhibit E. If any check is not submitted within 120 days of the Effective Date, the check is void and the Settlement Class Member will be deemed to have waived his or her right to the corresponding amount. Presenting the check for payment by the deadline is a condition precedent for qualifying for the payment. The Settlement Administrator shall return all monies not paid to Settlement Class Members to Defendant 150 days after the Effective Date. The

Settlement Administrator may send out new checks (and cancel the original ones) to any Class Member who makes such a request until 120 days after the Effective Date.

4.4. Service Payment to Class Representatives. Class Representatives will seek the Court's approval of a payment of up to Seven Thousand Five Hundred Dollars ($7,500) to each of the Class Representatives, for their service to the Settlement Class, which request Defendant will not oppose. Any Service Payment approved by the Court shall be paid in the amount approved by the Court within the later of: (1) thirty (30) days after the Effective Date; or (2) fourteen (14) days after receipt of the Class Representatives' completed W-9 form.

4.5. Attorneys' Fees, Costs, and Other Expenses. In advance of the Court's hearing on final approval of the settlement, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses, to be separately paid by Defendant in an amount not to exceed Two Million Dollars ($2,000,000). The Court's award thereon (the "Attorneys' Fees Award") shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work on behalf of the Settlement Class Members in connection with the Action. The Parties shall include in the notices described in section 2.4.3 reference to the amount that Class Counsel are permitted to request as the Award. Defendant will not oppose such application by Class Counsel. The Attorneys Fees Award shall be paid to Class Counsel within the later of: (1) thirty (30) days after the Attorneys' Fees Award Effective Date; or (2) fourteen (14) days after receipt of Class Counsel's completed W-9 form.

5. DISMISSAL OF THE ACTIONS

In the event the Court enters a final order approving this Settlement, the Class Representatives, on behalf of themselves and the Settlement Class Members, consent to the dismissal of this Action with prejudice in accordance with the proposed Final Judgment Order. The Parties hereby stipulate to the entry of the Final Judgment in a form substantially the same as Exhibit B following final approval of this Settlement Agreement by the Court.

6. RETURN OF CONFIDENTIAL INFORMATION

6.1. Continued applicability of the Confidentiality Order. The Confidentiality Order entered by the Court on November 21, 2012 ("the Confidentiality Order") shall remain in effect according to its terms.

6.2. Return of Confidential information after the Effective Date. Class Counsel, on behalf of themselves and any expert witnesses and consultants as well as others retained by them, acknowledge that during the course of this Action, they have received Confidential Information. Consistent with the Confidentiality Order, not after than thirty (30) days after the Effective Date, Class Counsel shall return to Defendant or destroy all Confidential Information and will certify under oath that they and their expert witnesses and consultants do not retain any copies or summaries or compilations or indices of such information. Within the same time period, Class Counsel will identify for Defendant the expert witnesses, outside consultants, and any other individuals or entities to whom Confidential Information was given, and will advise those persons of this requirement and will ensure their compliance with it. This provision is not intended to cover work product of Class Counsel but is intended to cover Confidential Information that might simply be attached to any such work product.

7. PUBLIC STATEMENTS

Aside from the filing of court papers with the Court related to the Settlement, the Parties shall not, nor shall they cause any other person, to make any public statement with regard to the settlement or any terms thereof, the RTCD, ESTEEM OR VAS'S, without the express written authorization of the other Parties, until the Effective Date hereof, unless required for legal, auditing, or reporting purposes. This prohibition is inapplicable to Settlement Class Counsel's communications with Settlement Class Members or potential Settlement Class Members. THIS PROHIBITION SHALL NOT PREVENT CLS FROM FULFILLING ITS MISSION AND TAKING PUBLIC POSITIONS THAT IT NEEDS TO TAKE. The Parties shall not, nor shall they cause any other person, to issue any press release regarding the settlement or any terms thereof, the RTCD, ESTEEM OR VAS'S, without express written authorization of the other Parties.

8. NOTICES

Any communication, verification, or notice sent by any Party in connection with this Settlement Agreement shall be effected by personal delivery, regular first class mail, facsimile and/or overnight courier as follows:

Attorneys for Defendant
REED SMITH LLP
PRINCETON FORRESTAL VILLAGE
136 MAIN ST., STE 250
PRINCETON, NJ 08540
ATTN: MARK S. MELODIA, DIANE A. BETTINO

Attorneys for the Settlement Class
LANGER GROGAN & DIVER PC
THREE LOGAN SQUARE
1717 ARCH ST STE 4130
PHILADELPHIA, PA 19103
ATTN: IRV ACKELSBERG

FRANCIS & MAILMAN, PC
LAND TITLE BLDG 19TH FL
100 S. BROAD ST
PHILADELPHIA, PA 19110
ATTN: JAMES A. FRANCIS

CONSUMER LITIGATION ASSOCIATES PC
763 J CLYDE MORRIS BLVD STE 1-A
NEWPORT NEWS, VA 23601
ATTN: LEONARD A. BENNETT

9. MISCELLANEOUS

9.1. Entire Agreement. This Settlement Agreement along with the attached exhibits contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Settlement Agreement.

9.2. No Liability. This Settlement Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by any Party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims in this Action. This Settlement Agreement does not constitute a waiver of any defenses or affirmative defenses that Defendant or its successors may be entitled to assert in any future litigation, including the applicable statute of limitations.

9.3. Invalidity on Modification or Disapproval. In the event any court disapproves or sets aside this Settlement Agreement or any material part hereof for any reason, or holds that it will not enter or give effect to the Final Judgment without material modification, or holds that the entry of the Final Judgment or any material part thereof should be overturned or modified in any material way, then:

(A) If all Parties do not agree jointly to appeal such ruling, this Settlement Agreement will become null and void, and the Action will continue, and the Parties stipulate to joint motions (i) that any and all orders entered pursuant to this Settlement Agreement be vacated, and (ii) that any and all dismissals pursuant to this Settlement Agreement will be vacated; or

(B) if the Parties do agree to jointly appeal such ruling and if the Final Judgment or its equivalent in all material respects is not in effect after the termination of all proceedings arising out of such appeal, this Settlement Agreement will become null and void, and this Action will continue, and the Parties stipulate to joint motions (i) that any and all orders entered pursuant to this Settlement Agreement be vacated, including, without limitation, any order modifying the class certification order or permitting amendment of the complaint to conform the complaint to the definitions of the Settlement Classes set forth, and (ii) that any and all dismissals pursuant to this Settlement Agreement will be vacated.

9.4. Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

9.5. Taxes. Each Class Member, each Class Representative, and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to this Settlement Agreement. Defendant makes no representation regarding the proper or likely tax treatment of any payments made.

9.6. Representation of Opt-Outs. Class Counsel agrees that this Settlement Agreement is fair, reasonable, and in the best interest of the Settlement Class Members. Based upon unique circumstances here, Class Counsel agrees that Disclosure and Disputes Class Members who seek to opt-out should be represented by counsel who do not agree that this Settlement Agreement is fair, reasonable, and in the best interest of the Disclosure and Disputes Class Members. Accordingly, Class Counsel shall, if contacted, refer any such opt-outs to the applicable state bar association or other referral organization for appropriate counsel in any subsequent litigation against Defendant or any other Released Party.

10. REPRESENTATIONS AND WARRANTIES

10.1. No Additional Persons with Financial Interest. Each Class Representative and Class Counsel represent and warrant that the term "Class Counsel" as defined in section 1.5 hereof includes all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with the Actions.

10.2. Parties Authorized to Enter into Settlement Agreement. Each Class Representative and Defendant represent and warrant that he, she, or it is fully authorized to enter into this Settlement Agreement and to carry out the obligations provided for herein. Each person executing this Settlement Agreement on behalf of a Party covenants, warrants and represents that he or she is and has been fully authorized to do so by such Party. Each Party hereto further represents and warrants that he, she, or it intends to be bound fully by the terms of this Settlement Agreement.

10.3. No Attempt by Parties to Object. Each Class Representative, Class Counsel and Defendant each represent and warrant that they have not made, nor will they make, any attempt to (a) void this Settlement Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement provided for pursuant to this Settlement Agreement.

10.4. Signatures. The Parties may sign separate copies of this Settlement Agreement, which together will constitute one agreement. Each person executing this Settlement Agreement warrants that such person has the full authority to do so. In addition, signature by facsimile will constitute sufficient execution of this Settlement Agreement.

10.5. Best Efforts. The Parties agree that the terms of this Settlement Agreement reflect a good-faith settlement of disputed claims. Class Counsel and Defendant consider the settlement effected by this Settlement Agreement to be fair and reasonable and will use their best efforts to seek approval of this Settlement Agreement by the Court, including by responding to any objectors, intervenors or other persons or entities seeking to preclude the final approval of this Settlement Agreement. This obligation is subject to Defendant's rights to terminate the Settlement Agreement as provided herein.

10.6. Time Periods. The time periods and dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of the Counsel.

10.7. Governing Law. Except where otherwise provided for herein, this Settlement Agreement is intended to and shall be governed by the laws of the Commonwealth of Pennsylvania.

10.8. No Construction Against Drafter. This Settlement Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Settlement Agreement.

10.9. Agreement Binding on Successors in Interest. This Settlement Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

[SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

By signing below, I acknowledge that I have carefully read and understand the above terms of settlement and voluntarily wish to proceed with the settlement as set forth above.

By: ______________________

Name: Irv Ackelsberg

Title: Counsel for Plaintiff

Dated:

Irv Ackelsberg
LANGER GROGAN & DIVER, PC
1717 Arch Street, Suite 4130
Philadelphia, PA 19103
Tele: (215) 320-5701
Fax: (215) 320-5703

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

By signing below, I acknowledge that I have carefully read and understand the above terms of settlement and voluntarily wish to proceed with the settlement as set forth above.

Defendant LexisNexis Screening Solutions, Inc. n/k/a as First Advantage LNS Screening Solutions, Inc.

By: ______________________

Name: Bret T. Jardine

Title: General Counsel

Dated: November 15, 2013